

WARREN PARKWAY CONDOMINIUM

TWINSBURG, OHIO

DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Declaration,
together with Drawings and By-Laws attached as
Exhibits thereto were filed in the Office of the
County Auditor, Summit County, Ohio, on
_____, 1973.

County Auditor

By _____
Deputy Auditor

T.S.J.

Warren Parkway 1 Condominium Association

December 21, 2006

Dear Warren Parkway I Condominium Owner:

After much deliberation in our continuing efforts to administer the Warren Parkway Condominium Owners' Association, Inc., as a first class property, we have decided to introduce three (3) amendments to our governing documents. We urge you to consent to the passage of each of the following:

AMENDMENT A: This amendment would prohibit vicious dogs from the property. We believe this amendment will help to ensure that Warren Parkway I remains a safe and pleasant environment for all of us by banning those dogs that pose a threat to our safety. Please note, however, that because the Declaration does not currently prohibit or restrict types of dogs, all current dogs must be "grandfathered" and permitted to remain on the property until the owner moves or the dog's demise.

AMENDMENT B: As you may be aware, Ohio, in addition to many other states, codified a version of New Jersey's "Megan's Law," which was enacted in response to the rape and murder of seven-year-old Megan Kanka. Ohio's Law, Ohio Revised Code Section 2950, does not distinguish between sexual offenses against children or adults, but provides for notice to the community any time a sexual predator resides nearby.

Ohio Revised Code Section 2950 defines three classes of sex offenders: sexual predators, habitual sex offenders, and sexually oriented offenders. The most severe designation of "sexual predator" is prescribed when a defendant is convicted of or has pled guilty to committing a sexually oriented offense and is "likely to engage in the future in one or more sexual offenses." As a result, the sheriff is required to notify neighbors within a prescribed area of the sexual predator's residence. Under certain circumstances, a court may also require the sheriff to notify neighbors of a habitual sex offender's residence.

Amendment B, if passed, would prohibit any person that is a sexual predator or habitual sex offender, for whom the sheriff gives notice, from living in a Family Unit or entering the property. Similar restrictions have been upheld in other states for the reason that an association's interest in preserving home values and resident safety outweighed the negligible impact the rule would have on an owner's ability to sell or lease his/her unit.

AMENDMENT C: As everyone knows, the air-conditioner units that were originally installed are coming to the end of their useful life (or already have). The most reasonable and practical choice for replacing the original units is a central air-conditioner unit that sits on the ground outside the unit. A few owners have already installed these types of air-conditioners. The Declaration does not, however, address this issue in any fashion.

The proposed amendment recognizes the need to let owners replace the air conditioners with stand-alone units. As part of any such installation, the owner is responsible to repair the wall where the original air-conditioner was located and to follow any guidelines put in place for new air-conditioners. This is needed to avoid one owner installing an air-conditioner that might create a nuisance or other problem for another owner.

All air-conditioners are considered part of the owner's unit and the individual owner is responsible for maintaining and insuring their air-conditioner.

At this point in time, we ask that the Owner of each Family Unit vote, sign, date, and return the enclosed consent ballot to **Kare Condominium Management, P.O. Box 1714, Stow Oh 44224**. Please note that the consent ballot must be signed and returned whether you are in favor of or against any of the amendments. Ohio law requires the affirmative consent from at least seventy-five percent (75%) of the Association's voting power to pass each amendment. Again, we urge you to consent to these amendments.

If you should have any questions pertaining to the amendments, please feel free to contact any Board Member or **Bruce Cedar, our Property Manager, at 330-650-4318**. Thank you for your anticipated cooperation.

Sincerely yours,

THE BOARD OF DIRECTORS
WARREN PARKWAY CONDOMINIUM
OWNERS' ASSOCIATION, INC.

LANGUAGE TO AMEND THE DECLARATION OF CONDOMINIUM OWNERSHIP
FOR WARREN PARKWAY CONDOMINIUM

The Board of Directors for the Warren Parkway Condominium Owners' Association, Inc. proposes that the Declaration of Condominium Ownership for Warren Parkway Condominium (the "Declaration"), Twinsburg, Ohio, be amended as follows:

AMENDMENT A

MODIFY DECLARATION ARTICLE 3, SECTION B(4) entitled "Animals and Pets." Said modification to be made on Page 3 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows (deleted language is crossed-out; new language is underlined):

(4) Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Family Unit or in the Common Areas and Facilitice Elements, except that dogs, provided that no Owner, occupant, or other person shall keep, harbor, or permit to remain on the property, any vicious dog as defined below, cats or other household pets may be kept in Family Units, subject to rules and regulations adopted by the Association Board of Directors, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the Board of ~~Managers~~ Directors of the Association.

The term "vicious dog" shall have the same meaning as in Ohio Revised Code Section 955.11, as the same may be amended from time to time. The term "vicious dog" also includes, without limitation, the Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing. Dogs to be considered a vicious breed, as defined above, residing on the property prior to the recording of this amendment, shall be permitted to remain, provided that said dog is registered with the Association within thirty (30) days of the date of recording of this amendment. Upon the relocation, removal, or demise of any such registered vicious dog, it may not be replaced.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction on animals within and on the property. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new DECLARATION ARTICLE 3, SECTION B(13) entitled, "Occupancy Restriction." Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows:

(13) Occupancy Restriction. No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Family Unit and/or enter onto or remain in or on the property for any length of time. Any violation of this restriction shall subject the Owner and/or any occupant of the Family Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction on the occupancy of Family Units. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

INSERT a new DECLARATION ARTICLE 3, SECTION B(14), entitled "Air-Conditioners." Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows:

(12) Air-Conditioners. At the time Warren Parkway Condominium was established, each Unit was served by an air-conditioner unit located in the perimeter wall of the Unit. As the in-wall air-conditioner units come to the end of their useful and repairable life, the replacement of such in-wall air-conditioners with substantially similar units may be neither practical nor possible in the existing market place. Instead, the installation of stand-alone air-conditioner units on the ground immediately outside the perimeter wall of the Unit is a reasonable alternative. Accordingly, the Board is hereby authorized and empowered to approve of the removal of an Owner's in-wall air-conditioner unit with a stand-alone central air-conditioner unit on the ground adjacent to the Owner's Family Unit pursuant to the following conditions/requirements

(a) Any Owner who permanently removes an in-wall air-conditioner unit is responsible for any and all work required to patch or otherwise repair the wall area affected by such removal in accordance with the Board's requirements

(b) Any new central air-conditioner unit shall be installed only with the Board's prior written approval, which approval cannot be unreasonably withheld, but can mandate that the central air-conditioner be installed in a specific location, that the lines and pipes enter the building at a specific location and/or in a specific manner, that the air-conditioner not exceed specified size or noise limitations, and that the air-conditioner comply with other reasonable rules or regulations adopted by the Board.

INSERT a new DECLARATION ARTICLE 5, SECTION B(7). Said new addition, to be added on Page 6 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows:

(7) Any central air-conditioner unit, together with and including, the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit, is part of the Family Unit served by such unit whether located in or outside the bounds of the Family Unit. Any central air-conditioner unit, together with and including the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit, serving more than one Family Unit is jointly a part of each Family Unit served by such unit whether located in or outside the bounds of the Family Unit.

INSERT a new DECLARATION ARTICLE 12, SECTION B(7). Said new addition, to be added on Page 13 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows:

(7) To maintain, repair, replace, and insure the central air-conditioner unit, together with and including the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit, that serves and is part of the Family Unit. If two or more Family Units are served by one central air-conditioner unit, the Owner(s) of such Family Units are jointly and severally liable and responsible to maintain, repair, replace, and insure such air-conditioner unit, together with and including the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of the above provisions pertaining air-conditioner installations, maintenance, and insurance. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds; provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

Family Unit Address _____

Owner(s) _____

(Please Print)

BALLOT TO AMEND THE DECLARATION OF CONDOMINIUM OWNERSHIP
FOR WARREN PARKWAY CONDOMINIUM

To the Warren Parkway I Condominium Board of Directors:

The undersigned, Owner(s) of the Warren Parkway I Condominium Family Unit indicated above, hereby indicate(s) my/our consent or rejection of the Amendments to the Declaration of Condominium Ownership for Warren Parkway Condominium (the "Declaration"), Twinsburg, Ohio, as set forth on the attached Pages 1 through 3 as follows (Instructions: After reading and considering the attached pages, please mark your vote for or against each Amendment listed below and then sign, date, and return this page to the Association, c/o Kare Condominium Management, P.O. Box 1714, Stow, Ohio 44224

IN FAVOR

AGAINST

AMENDMENT A: Prohibits vicious dogs.

AMENDMENT B: Prohibits sexual predators and habitual sex offenders from residing on or entering the property.

AMENDMENT C: Creates restrictions for air conditioner installations.

The undersigned further grant(s) a power of attorney to the officers of the Warren Parkway Condominium Owners' Association, Inc., to execute the necessary documents to be filed with the Summit County Fiscal Office evidencing the consent, if any, granted herein.

Signature of Owner

Date

Signature (If co-owned, both Owners should sign.
If only one signs, he/she states that he/she represents
the entire vote of the Family Unit.)

Date



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CONDO 72.00

John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
WARREN PARKWAY CONDOMINIUM

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR WARREN PARKWAY CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: Aug 17, 2006

BY: JOHN A. DONOFRIO
FISCAL OFFICER
By D. Taylor, Deputy Auditor

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
WARREN PARKWAY CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Warren Parkway Condominium (the "Declaration") and the By-Laws Warren Parkway Condominium Owners' Association, Inc. (the "Bylaws"), Exhibit B to the Declaration, were recorded at Summit County Records Volume 5460, Page 387 et seq., and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Warren Parkway Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Warren Parkway Condominium is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) INSERT a new DECLARATION ARTICLE 18, SECTION C, entitled "Enforcement Assessments." Said new addition, to be added on Page 25 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 387 et seq., is as follows:

C. Enforcement Assessments. In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure



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outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

(5) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE 14, SECTION D, entitled "Lien of Association." Said new addition, to be added on Page 17 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 387 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(6) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE 3, SECTION B(11), entitled "Rental of Family Units." Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 387 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(7) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE 14, SECTION A, entitled "General." Said new addition, to be added on Page 16 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 387 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;



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- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(8) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 10, entitled "Remedies for Failure to Pay Assessments." Said new addition, to be added on Page 19 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5460, Page 387 et seq., is as follows:

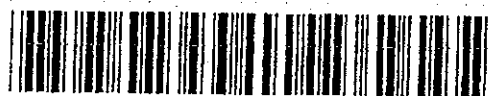
In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the voting privileges of the owner and/or right of the occupants to use the recreational facilities.

(9) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 6, entitled "Special Services." Said new addition, to be added on Page 13 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5460, Page 387 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(10) INSERT a new DECLARATION ARTICLE 3, SECTION B(12), entitled "Owner/Resident Information." Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 387 et seq., is as follows:

(12) Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.



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John A. Benefield, Summit Fiscal Officer

(11) MODIFY the 1st SENTENCE of BYLAWS ARTICLE II, SECTION 1, entitled "Number and Qualification," and INSERT a new 2nd SENTENCE thereafter. Said modification, to be made on Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5460, Page 387 et seq., is as follows: (deleted language is crossed out; new language is underlined)

The Board of ~~Managers~~ Directors shall consist of five persons, except as otherwise provided, all of whom must all of whom must be owners of a unit or the spouse of a Unit Owner. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.

(12) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 5, entitled "Regular Meetings." Said new addition, to be added on Page 6 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5460, Page 387 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(13) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 16 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5460, Page 387 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.21, in the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(14) INSERT a new BYLAWS ARTICLE IV, SECTION 10, entitled "Powers and Duties." Said new addition to be added on Page 14 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5460, Page 387 et seq., is as follows:

Section 10. Powers and Duties. In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:



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(a) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;

(b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

(c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(d) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;

(e) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(f) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Owners of record at the time of such filing shall have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendments.

IN WITNESS WHEREOF, the said Warren Parkway Condominium Owners' Association, Inc., has caused the execution of this instrument this 7TH day of AUGUST, 2006.

WARREN PARKWAY CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: _____
CHARLES BONACCI, its President

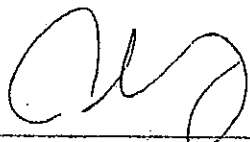


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STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Warren Parkway Condominium Owners' Association, Inc., by Charles Bonacci, its President, who acknowledged that he did sign the foregoing instrument, on Page 6 of 7, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Twinsburg, Ohio, this 7th day of August, 2006.



NOTARY PUBLIC



CHARLES K. SCHULMAN
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Nov. 18, 2009

EMW
This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650



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John A. Bonafina, Summit Fiscal Officer

Warren Parkway 1 Condominium Association

December 21, 2006

REPRINTED

Dear Warren Parkway I Condominium Owner:

After much deliberation in our continuing efforts to administer the Warren Parkway Condominium Owners' Association, Inc., as a first class property, we have decided to introduce three (3) amendments to our governing documents. We urge you to consent to the passage of each of the following:

AMENDMENT A: This amendment would prohibit vicious dogs from the property. We believe this amendment will help to ensure that Warren Parkway I remains a safe and pleasant environment for all of us by banning those dogs that pose a threat to our safety. Please note, however, that because the Declaration does not currently prohibit or restrict types of dogs, all current dogs must be "grandfathered" and permitted to remain on the property until the owner moves or the dog's demise.

AMENDMENT B: As you may be aware, Ohio, in addition to many other states, codified a version of New Jersey's "Megan's Law," which was enacted in response to the rape and murder of seven-year-old Megan Kanka. Ohio's Law, Ohio Revised Code Section 2950, does not distinguish between sexual offenses against children or adults, but provides for notice to the community any time a sexual predator resides nearby.

Ohio Revised Code Section 2950 defines three classes of sex offenders: sexual predators, habitual sex offenders, and sexually oriented offenders. The most severe designation of "sexual predator" is prescribed when a defendant is convicted of or has pled guilty to committing a sexually oriented offense and is "likely to engage in the future in one or more sexual offenses." As a result, the sheriff is required to notify neighbors within a prescribed area of the sexual predator's residence. Under certain circumstances, a court may also require the sheriff to notify neighbors of a habitual sex offender's residence.

Amendment B, if passed, would prohibit any person that is a sexual predator or habitual sex offender, for whom the sheriff gives notice, from living in a Family Unit or entering the property. Similar restrictions have been upheld in other states for the reason that an association's interest in preserving home values and resident safety outweighed the negligible impact the rule would have on an owner's ability to sell or lease his/her unit.

LANGUAGE TO AMEND THE DECLARATION OF CONDOMINIUM OWNERSHIP
FOR WARREN PARKWAY CONDOMINIUM

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AMENDMENT A

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(4) Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Family Unit or in the Common Areas and Facilities Elements, except that dogs, provided that no Owner, occupant, or other person shall keep, harbor, or permit to remain on the property, any vicious dog as defined below, cats or other household pets may be kept in Family Units, subject to rules and regulations adopted by the Association Board of Directors, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the Board of ~~Managers~~ Directors of the Association.

The term "vicious dog" shall have the same meaning as in Ohio Revised Code Section 955.11, as the same may be amended from time to time. The term "vicious dog" also includes, without limitation, the Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing. Dogs to be considered a vicious breed, as defined above, residing on the property prior to the recording of this amendment, shall be permitted to remain, provided that said dog is registered with the Association within thirty (30) days of the date of recording of this amendment. Upon the relocation, removal, or demise of any such registered vicious dog, it may not be replaced.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction on animals within and on the property. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

(b) Any new central air-conditioner unit shall be installed only with the Board's prior written approval, which approval cannot be unreasonably withheld, but can mandate that the central air-conditioner be installed in a specific location, that the lines and pipes enter the building at a specific location and/or in a specific manner, that the air-conditioner not exceed specified size or noise limitations, and that the air-conditioner comply with other reasonable rules or regulations adopted by the Board.

INSERT a new DECLARATION ARTICLE 5, SECTION B(7). Said new addition, to be added on Page 6 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows:

(7) Any central air-conditioner unit, together with and including, the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit, is part of the Family Unit served by such unit whether located in or outside the bounds of the Family Unit. Any central air-conditioner unit, together with and including the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit, serving more than one Family Unit is jointly a part of each Family Unit served by such unit whether located in or outside the bounds of the Family Unit.

INSERT a new DECLARATION ARTICLE 12, SECTION B(7). Said new addition, to be added on Page 13 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows:

(7) To maintain, repair, replace, and insure the central air-conditioner unit, together with and including the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit, that serves and is part of the Family Unit. If two or more Family Units are served by one central air-conditioner unit, the Owner(s) of such Family Units are jointly and severally liable and responsible to maintain, repair, replace, and insure such air-conditioner unit, together with and including the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of the above provisions pertaining air-conditioner installations, maintenance, and insurance. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.



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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
WARREN PARKWAY CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR WARREN PARKWAY CONDOMINIUM RECORDED AT VOLUME 5460, PAGE 387 ET SEQ., OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR WARREN PARKWAY CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 5-16-07

BY: JOHN A. DONOFRIO
FISCAL OFFICER

Buy O. Taffa, Deputy Auditor

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
WARREN PARKWAY CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Warren Parkway Condominium (the "Declaration") and the By-Laws of Warren Parkway Condominium Owners' Association, Inc. (the "Bylaws"), Exhibit B to the Declaration, were recorded at Summit County Records Volume 5460, Page 387 et seq., and

WHEREAS, the Warren Parkway Condominium Owners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Warren Parkway and as such is the representative of all Owners, and

WHEREAS, Article 9 of said Declaration authorizes amendments to the Declaration and Bylaws, and

WHEREAS, Owners representing at least 75% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Owners representing 81.3% of the Association's voting power as of April 4, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 81.3% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Owners representing 81.3% of the Association's voting power as of April 4, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 81.3% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Owners representing 77.65% of the Association's voting power as of April 4, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 77.65% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that copies of the Amendments will be mailed by certified mail to all mortgagees on the records of the Association once the Amendments are recorded with the Summit County Fiscal Office, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendments, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Warren Parkway Condominium is hereby amended by the following:

AMENDMENT A

MODIFY DECLARATION ARTICLE 3, SECTION B(4) entitled "Animals and Pets." Said modification to be made on Page 3 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows (deleted language is crossed-out; new language is underlined):

(4) Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Family Unit or in the ~~Common Areas and Facilities Elements~~, except that dogs, provided that no Owner, occupant, or other person shall keep, harbor, or permit to remain on the property, any vicious dog as defined below, cats or other household pets may be kept in Family Units, subject to rules and regulations adopted by the ~~Association Board of Directors~~, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the ~~Board of Managers~~ Directors of the Association.

The term "vicious dog" shall have the same meaning as in Ohio Revised Code Section 955.11, as the same may be amended from time to time. The term "vicious dog" also includes, without limitation, the Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing. Dogs to be considered a vicious breed, as defined above, residing on the property prior to the recording of this amendment, shall be



permitted to remain, provided that said dog is registered with the Association within thirty (30) days of the date of recording of this amendment. Upon the relocation, removal, or demise of any such registered vicious dog, it may not be replaced.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction on animals within and on the property. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new DECLARATION ARTICLE 3, SECTION B(13) entitled, "Occupancy Restriction." Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows:

(13) Occupancy Restriction. No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Family Unit and/or enter onto or remain in or on the property for any length of time. Any violation of this restriction shall subject the Owner and/or any occupant of the Family Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction on the occupancy of Family Units. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.



AMENDMENT C

INSERT a new DECLARATION ARTICLE 3, SECTION B(14), entitled "Air-Conditioners." Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows:

(12) Air-Conditioners. At the time Warren Parkway Condominium was established, each Unit was served by an air-conditioner unit located in the perimeter wall of the Unit. As the in-wall air-conditioner units come to the end of their useful and repairable life, the replacement of such in-wall air-conditioners with substantially similar units may be neither practical nor possible in the existing market place. Instead, the installation of stand-alone air-conditioner units on the ground immediately outside the perimeter wall of the Unit is a reasonable alternative. Accordingly, the Board is hereby authorized and empowered to approve of the removal of an Owner's in-wall air-conditioner unit with a stand-alone central air-conditioner unit on the ground adjacent to the Owner's Family Unit pursuant to the following conditions/requirements:

(a) Any Owner who permanently removes an in-wall air-conditioner unit is responsible for any and all work required to patch or otherwise repair the wall area affected by such removal in accordance with the Board's requirements;

(b) Any new central air-conditioner unit shall be installed only with the Board's prior written approval, which approval cannot be unreasonably withheld, but can mandate that the central air-conditioner be installed in a specific location, that the lines and pipes enter the building at a specific location and/or in a specific manner, that the air-conditioner not exceed specified size or noise limitations, and that the air-conditioner comply with other reasonable rules or regulations adopted by the Board.

INSERT a new DECLARATION ARTICLE 5, SECTION B(7). Said new addition, to be added on Page 6 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows:

(7) Any central air-conditioner unit, together with and including, the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit, is part of the Family Unit served by such unit whether located in or outside the bounds of the Family Unit. Any central air-conditioner unit, together with and including the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit, serving more than one Family Unit is jointly a part of each Family Unit



served by such unit whether located in or outside the bounds of the Family Unit.

INSERT a new DECLARATION ARTICLE 12, SECTION B(7). Said new addition, to be added on Page 13 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows:

(7) To maintain, repair, replace, and insure the central air-conditioner unit, together with and including the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit, that serves and is part of the Family Unit. If two or more Family Units are served by one central air-conditioner unit, the Owner(s) of such Family Units are jointly and severally liable and responsible to maintain, repair, replace, and insure such air-conditioner unit, together with and including the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit.

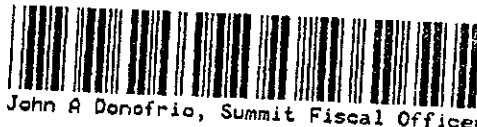
Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of the above provisions pertaining air-conditioner installations, maintenance, and insurance. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Warren Parkway Condominium Owners' Association, Inc. has caused the execution of this instrument this 8 day of May, 2007.

WARREN PARKWAY CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Marilyn Maenza
MARILYN MAENZA, its President

By: Lauren Quigley
LAUREN QUIGLEY, its Secretary



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John A. Donofrio, Summit Fiscal Officer

STATE OF OHIO

COUNTY OF CUYAHOGA

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Warren Parkway Condominium Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 9, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF I have hereunto set my hand and official seal in CLEVELAND, Ohio, this 8th day of MAY, 2007.

NOTARY PUBLIC

LAURA DULACH
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires May 16, 2010

This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
))
COUNTY OF _____) SS

MARILYN MAENZA, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Warren Parkway Condominium Owners' Association, Inc.
2. She caused copies of the Amendments to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.

Marilyn Maenza

MARILYN MAENZA, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named MARILYN MAENZA who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in CLEVELAND, Ohio, this 8th day of MAY, 2007.

Laura Dulach

NOTARY PUBLIC

LAURA DULACH
NOTARY PUBLIC STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires May 16, 2010

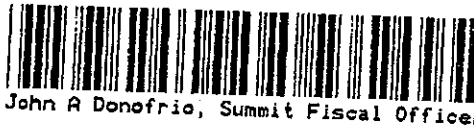


EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Warren Parkway Condominium Owners' Association, Inc., hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendments to the Declaration.

NONE

Lauren Quigley
LAUREN QUIGLEY, Secretary

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named LAUREN QUIGLEY who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in CLEVELAND, Ohio, this 8th day of MAY, 2007.

Laura Dulach
NOTARY PUBLIC

LAURA DULACH
NOTARY PUBLIC STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires May 16, 2010

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
WARREN PARKWAY CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR WARREN PARKWAY CONDOMINIUM RECORDED AT VOLUME 5460, PAGE 387 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR WARREN PARKWAY CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 6.12.24

BY: KRISTEN M. SCALISE CPA, CFE
FISCAL OFFICER

By: *Kathryn Daniels*
Kathryn Daniels

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
WARREN PARKWAY CONDOMINIUM**

RECITALS

- A. The Declaration of Condominium Ownership for Warren Parkway Condominium (the "Declaration") and the Bylaws of Warren Parkway Condominium Owners' Association, Inc., Exhibit B of the Declaration (the "Bylaws"), were recorded at Summit County Records Volume 5460, Page 387 et seq.
- B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the Family Unit Owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter."
- C. The Board approved the following matters to be modified (the "Amendments") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 ("Chapter 5311").
- D. Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.
- E. The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Declaration of Condominium Ownership for Warren Parkway Condominium is amended by the Board of Directors as follows:

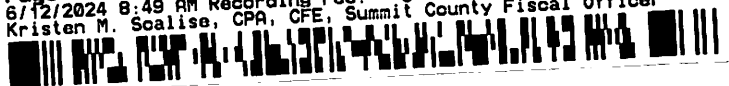
- (1) **INSERT a NEW PARAGRAPH to the end of DELARATION ARTICLE 18, SECTION C.** Said new addition to the Declaration, as amended at Instrument No. 55357279, is:

The Board will impose the following enforcement procedure for levying enforcement assessments:

- (1) Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Family Unit Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the Family Unit Owner in writing, that includes:

- (a) A description of the property damage or violation;

- (b) The amount of the proposed charge or assessment;
 - (c) A statement that the Family Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
 - (d) A statement setting forth the procedures to request a hearing;
 - (e) A reasonable date by which the Family Unit Owner must cure the violation to avoid the proposed charge or assessment.
- (2) Hearing Requirements:
- (a) To request a hearing, the Family Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Family Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.
 - (b) If a Family Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Family Unit Owner with a written notice that includes the date, time, and location of the hearing.
 - (c) The Board will not levy a charge or assessment before holding a properly requested hearing.
- (3) The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.
- (4) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Family Unit Owner.
- (5) The Association will deliver any written notice required above to the Family Unit Owner or any occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.



(2) **MODIFY** the 1st SENTENCE of the 1st PARAGRAPH of DECLARATION ARTICLE 14, SECTION D. Said modification to the Declaration, as amended at Instrument No. 55357279, is: (new language is underlined)

The Association shall have a continuing lien upon the estate or interest in any Family Unit of the owner thereof and its percentage of interest in the Common Elements, for the payment of the portion of the common expenses chargeable against such Family Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President or other designated representative of the Association, is filed with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board of Directors of the Association.

(3) **INSERT** a NEW PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 6. Said new addition to the Bylaws is:

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the following:

(a) Information that pertains to Condominium Property-related personnel matters;

(b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

(c) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(d) Information that relates to the enforcement of the Declaration, Bylaws, or Association rules against a Family Unit Owner;

(e) Information the disclosure of which is prohibited by state or federal law; or

(f) Records that date back more than five years prior to the date of the request.

(4) **MODIFY** BYLAWS ARTICLE II, SECTION 1. Said modification to the Bylaws, as amended at Instrument No. 55357279, is: (deleted language is crossed out; new language is underlined)



Section 1. Number and Qualification. The Board of Directors shall consist of five persons, except as otherwise provided, all of whom must be owners of a unit or the spouse of a Unit Owner. ~~That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.~~ If a Family Unit Owner is not an individual, that Family Unit Owner may nominate for the Board of Directors any principal member of a limited liability company, partner, director, officer, or employee of that Family Unit Owner. The majority of the Board will not consist of Family Unit Owners or representatives from the same Family Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Family Unit Owners or representatives from the same Family Unit. If at any time, one bank, savings and loan association, insurance company or other lending institution shall hold mortgages upon more than fifty percent (50%) of the units, such lending institution may designate its representative who shall be a sixth member of the Board of Directors. Such representative need not be an owner or occupier of a unit.

- (5) INSERT a NEW BYLAWS ARTICLE II, SECTION 11 entitled "Actions in Writing Without a Meeting". Said new addition to the Bylaws is:

Section 11. Actions in Writing Without a Meeting. In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Directors. Those written consents will be filed with the Board meeting minutes.

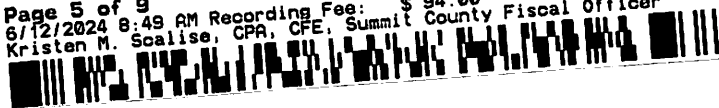
- (6) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE 9. Said new addition to the Declaration is:

Without a Family Unit Owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

A. To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;

B. To meet the requirements of insurance underwriters;

C. To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);



D. To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;

E. To designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation;

F. To delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status; or

G. To permit notices to Family Unit Owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the Association has received the prior, written authorization from the Family Unit Owner.

Any Family Unit Owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the amendment declared invalid as violative of the above. Any action filed to contest the validity of the amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

(7) MODIFY BYLAWS ARTICLE IV, SECTION 10(b). Said modification to the Bylaws, as amended at Instrument No. 55357279, is: (deleted language is crossed out; new language is underlined)

(b) Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners, impacts zoning, or otherwise—and relates to matters affecting the Condominium Property;

(8) INSERT a NEW DECLARATION ARTICLE 20, SECTION J. Said new addition to the Declaration is:

J. All notices required or permitted by the Declaration or Bylaws to any Family Unit Owner will be in writing and is deemed effectively given if it has been sent by regular U.S. mail, first-class postage prepaid, to their Family Unit address or to another address the Family Unit

Owner designates in writing to the Board, or delivered using electronic mail subject to the following:

(1) The Association may use electronic mail or other transmission technology to send any required notice only to Family Unit Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Family Unit Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices by either regular mail or hand delivered.

(2) An electronic mail or transmission technology to a Family Unit Owner is not considered delivered and effective if the Association's transmission to the Family Unit Owner fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Family Unit Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Family Unit Owner by either regular mail or hand delivered.

(9) MODIFY the 1st SENTENCE of BYLAWS ARTICLE V, SECTION 3. Said modification to the Bylaws is: (new language is underlined)

The Association shall build up and maintain a reasonable reserve for contingencies and replacement in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually.

(10) DELETE BYLAWS ARTICLE II, SECTION 9 entitled "Fidelity Bonds." in its entirety.

INSERT A NEW BYLAWS ARTICLE II, SECTION 9 entitled "Fidelity Coverage." Said new addition to the Bylaws, is:

Section 9. Fidelity Coverage. The Board must maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses Association funds. As used in this section, "person who controls or disburses Association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including the following:



- (a) A management company's principals and employees;
- (b) A bookkeeper;
- (c) The president, secretary, treasurer, any other board member, or employee of the Association.

All of the following apply to the insurance coverage required under this section:

(1) Coverage shall be for the maximum amount of funds that will be in the custody of the Association or its designated agent at any one time plus three months of operating expenses.

(2) The insurance shall be the property of and for the sole benefit of the Association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds.

(3) The policy shall include in its definition of "employee" the manager and the managing agent of the Association's funds or provide for this inclusion by an endorsement to the policy.

(4) The policy shall name the Association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the Association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the Association shall be the designated agent on the policy.

(5) If there is a change in the manager or the managing agent of the Association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Family Unit Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.



The Warren Parkway Condominium Owners' Association, Inc. has caused the execution of this instrument this 24th day of May, 2024.

WARREN PARKWAY CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: *Michelle Glaser*
MICHELLE GLASER, President

By: *Lauren Quigley*
LAUREN QUIGLEY, Secretary

STATE OF OH)
COUNTY OF Summit) SS


BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Warren Parkway Condominium Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of the corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 24th day of May, 2024.

Kayla Kochis
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

Place notary stamp/seal here:



KAYLA KOCHIS
Notary Public, State of Ohio
My Commission Expires
June 28, 2028